



Registration of a Charge

Company name: **BMI HEALTHCARE LIMITED**

Company number: **02164270**



X8X10ECX

Received for Electronic Filing: **20/01/2020**

Details of Charge

Date of creation: **16/01/2020**

Charge code: **0216 4270 0054**

Persons entitled: **ARES MANAGEMENT LIMITED**

Brief description: **MATERIAL REAL PROPERTY: CHARGOR: BMI HEALTHCARE LIMITED ADDRESS: BATH CLINIC, CLAVERTON DOWN ROAD, COMBE DOWN, BATH, BA2 7BR TITLE NO.: ST248926, ST349548 TENURE: LEASEHOLD CHARGOR: BMI HEALTHCARE LIMITED ADDRESS: THE MANOR HOSPITAL, CHURCH END, BIDDENHAM, MK40 4AW TITLE NO.: BD251432, BD332238 TENURE: LEASEHOLD PLEASE SEE INSTRUMENT FOR FURTHER DETAIL. INTELLECTUAL PROPERTY: CHARGOR: BMI HEALTHCARE LTD REGISTRATION NUMBER: UK00001532983 FILING DATE: 14 APRIL 1993 RENEWAL DATE: 14 APRIL 2020 CLASSES: 10, 42 STATUS: REGISTERED CHARGOR: BMI HEALTHCARE LTD REGISTRATION NUMBER: UK00002015833 FILING DATE: 28 MARCH 1995 RENEWAL DATE: 28 MARCH 2025 CLASSES: 16, 36, 44 STATUS: REGISTERED PLEASE SEE INSTRUMENT FOR FURTHER DETAIL.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2164270

Charge code: 0216 4270 0054

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2020 and created by BMI HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th January 2020 .

Given at Companies House, Cardiff on 21st January 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated 16 January 2020 and is made between:

- (1) **CIRCLE HEALTH 1 LIMITED** (registered in England and Wales with registered number 12108495 and with its registered address at 32 Welbeck Street, London, W1G 8EU) for itself and for the Chargors (the “**Parent**”);
- (1) **THE ENTITIES** listed in Schedule 1 as additional chargors (each an “**Additional Chargor**” and together the “**Additional Chargors**”); and
- (2) **ARES MANAGEMENT LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated 23 December 2019 between, among others, the Parent and the Security Agent (the “**Debenture**”) and the Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) The Additional Chargor has also entered into a Accession Deed to the Facilities Agreement on or about the date of this Security Accession Deed and by doing so appoints the Parent as its agent on the terms set out in the Security Accession Deed.
- (C) The Additional Chargor is required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those Clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

2. ACCESSION OF ACCEDING CHARGOR

2.1 Accession

The Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

2.2 Covenant to pay

The Additional Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by the Additional Chargor under this Clause 3 and Clause 4 (*Floating Charge*) is:

- (a) granted in favour of the Security Agent as security trustee for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disappplied under Clause 12.1 (*Implied covenants for title*) of the Debenture); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargor in and to the relevant Charged Asset.

3.2 Legal mortgage

Subject to Clause 3.6 (*Excluded Assets*), the Additional Chargor charges by way of first legal mortgage, the Material Real Property (including the Real Property specified in Schedule 2 (*Material Real Property*)) to this Security Accession Deed).

3.3 Assignment by way of Security

- (a) Subject to Clause 3.6 (*Excluded Assets*), the Additional Chargor assigns and agrees to assign absolutely with (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*)) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
 - (i) the proceeds of any Material Insurance Policies; and
 - (ii) each Specific Contract.
- (b) The Additional Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3 prior to the occurrence of an Enforcement Event, the Additional Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Material Insurance Policies.

3.4 Fixed charges

Subject to Clause 3.6 (*Excluded Assets*), the Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) by way of first fixed charge, the Material Real Property;
- (b) by way of first fixed charge, the Accounts;
- (c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of first fixed charge, the Intellectual Property;
- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments;
- (h) by way of first fixed charge, any beneficial interest, claim or entitlement it has to any pension fund now or in the future; and
- (i) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed security

Subject to Clause 3.6 (*Excluded Assets*), Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

3.6 Excluded Assets

Unless otherwise expressly agreed in writing between the relevant Additional Chargor and the Security Agent after the date on which it becomes a party to this Security Accession Deed there shall be excluded from the Security created by this Clause 3, from the other provisions of this Security Accession Deed and from the operation of any further assurance provisions contained in the Debt Documents (other than, in respect of the floating charge created pursuant to Clause 4 below only, any assets or undertaking of the Additional Chargors):

- (a) any asset or undertaking which an Additional Chargor is at any time prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which an Additional Chargor is precluded from creating Security on or over without the prior consent of a third party);
- (b) any asset or undertaking which, if subject to any such Security or the provisions of this Security Accession Deed, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or undertaking or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof *provided that* reasonable endeavours to obtain consent to charging any such assets shall be used by the relevant Additional Chargor if the relevant asset is material;

- (c) any asset of undertaking situated outside England and Wales to the extent that any such Security would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or would present a material risk of liabilities for any director or officer of any Additional Chargor or give rise to a material risk of breach of fiduciary or statutory duty by any such director or officer); *provided that* the relevant Additional Chargor shall use reasonable endeavours to overcome any such obstacle to the extent that that can be done at a reasonable cost;
- (d) any Investment in Circle Rehabilitation Services Limited (company number 10527747) at any time when Circle Rehabilitation Services Limited is not wholly owned by another member of the Group;
- (e) any Investment in GHG (DB) Pension Trustees Limited (company number 07788426) to extent that such Security is at any time prohibited under or in connection with any trust deed or other arrangement which GHG (DB) Pension Trustees Limited has entered into or is bound by in its capacity as a trustee of any pension schemes;
- (f) to the extent that any such Security would be unlawful, any cash constituting regulatory capital or customer cash; and
- (g) any Call Option Assets subject to security in relation to a call option granted by BMI Healthcare Limited under any in respect of any Permitted Opco:Propco Transaction Properties and/or related fixed charge.

4. FLOATING CHARGE

4.1 Floating charge

- (a) The Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may at any time by notice to the Additional Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if this Security Accession Deed is enforceable in accordance with Clause 14 (*When Security becomes enforceable*) of the Debenture.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (ii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iii) below has occurred:
 - (i) the Additional Chargor creates (or attempts or takes any steps to create) any Security over any Charged Asset (save as expressly permitted under the Facilities Agreement);

- (ii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other analogous process against any Charged Asset (which is not discharged within five Business Days); or
- (iii) an Administration Event occurs.

5. Consent of existing charging companies

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed or Mortgage).

6. Security power of attorney

6.1 Appointment and powers

The Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Additional Chargor by this Security Accession Deed or any other agreement binding on the Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which the Additional Chargor has been requested in writing by the Security Agent to do, but has failed to do within five Business Days of such request; and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with Clause 14 (*When Security becomes enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

6.2 Exercise of power of attorney

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by the Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within five Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent).

7. Counterparts

This Security Accession Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Security Accession Deed.

8. Governing law and jurisdiction

Clause 28 (*Governing law and jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Parent and the Additional Chargor and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.

Schedule 1
Additional Chargors

Additional Chargor	Registered number and jurisdiction	Registered address
GHG Healthcare Holdings Limited	05740193, England and Wales	1st Floor 30 Cannon Street, London, England, EC4M 6XH
General Healthcare Group Limited	04026079, England and Wales	1st Floor 30 Cannon Street, London, England, EC4M 6XH
General Healthcare Holdings (2) Limited	04026992, England and Wales	1st Floor 30 Cannon Street, London, England, EC4M 6XH
GHG Intermediate Holdings Limited	04210585, England and Wales	1st Floor 30 Cannon Street, London, England, EC4M 6XH
GHG Leasing Limited	01551992, England and Wales	1st Floor 30 Cannon Street, London, England, EC4M 6XH
BMI Healthcare Limited	02164270, England and Wales	1st Floor 30 Cannon Street, London, England, EC4M 6XH
BMI Hospital Decontamination Limited	06003075, England and Wales	1st Floor 30 Cannon Street, London, England, EC4M 6XH
South Cheshire SPV Limited	04252397, England and Wales	1st Floor 30 Cannon Street, London, England, EC4M 6XH
Runnymede SPV Limited	04252392, England and Wales	1st Floor 30 Cannon Street, London, England, EC4M 6XH
Bishopswood SPV Limited	04252401, England and Wales	1st Floor 30 Cannon Street, London, England,

		EC4M 6XH
General Healthcare Holdings (3) Limited	04062897, England and Wales	1st Floor 30 Cannon Street, London, England, EC4M 6XH

Schedule 2
Material Real Property

Chargor	Address/description of land	Title No.	Tenure
BMI Healthcare Limited	Bath Clinic, Claverton Down Road, Combe Down, Bath, BA2 7BR	ST248926	Leasehold
		ST349548	
BMI Healthcare Limited	The Manor Hospital, Church End, Biddenham, MK40 4AW	BD251432	Leasehold
		BD332238	
BMI Healthcare Limited	Fox Gloves, Church End, Biddenham, MK40 4AW	BD256046	Leasehold
		BD325216	
BMI Healthcare Limited	The Princess Margaret Hospital, Osborne Rd, Windsor SL4 3SJ	BK407432	Leasehold
		BK497034	
BMI Healthcare Limited	Chelsfield Park Hospital, Buck Cross Road, Orpington, BR6 7RG	SGL678083	Leasehold
		SGL799021	
BMI Healthcare Limited	Chiltern Hospital, London Road, Great Missenden, HP16 0EN	BM315277	Leasehold
		BM429206	
BMI Healthcare Limited	Saxon Clinic, Chadwick Drive, Eaglestone West, Milton Keynes, MK6 5LR	BM315339	Leasehold
		BM438425	
BMI Healthcare Limited	The Shelburne Hospital, Wycombe General Hospital, Marlow Hill, High Wycombe	BM253162	Leasehold
BMI Healthcare Limited	Car Parking Spaces at The Shelburne Hospital, Wycombe General Hospital, Marlow Hill, High Wycombe	BM253163	Leasehold
BMI Healthcare Limited	The Werndale Hospital, Bancyfelin, Carmarthen, SA33 5NT	CYM308698	Leasehold
		CYM760770	
BMI Healthcare Limited	Alexandra Hospital, Mill Lane, Cheadle, SK8 2PX	MAN60256	Leasehold
		MAN328947	
BMI Healthcare Limited	Part of Car Park at Alexandra Hospital, Mill Lane, Cheadle, SK8 2PX	MAN116708	Leasehold
BMI Healthcare Limited	Inwood Court, Mill Lane, Cheadle	GM893527	Leasehold
BMI Healthcare Limited	South Cheshire Private Hospital, Leighton, Crewe, CW1 4QB	CH318155	Leasehold
BMI Healthcare Limited	Woodlands Hospital, Morton Park Way, Darlington, DL1 4PL	DU317022	Leasehold
BMI Healthcare Limited	The Harbour Hospital And The Lodge Building, St Marys Road, Poole, BH15 2BH	DT360214	Leasehold

BMI Healthcare Limited	Winterbourne Hospital, Herrington Road, Dorchester, DT1 2DR	DT345774	Leasehold
		DT448322	
BMI Healthcare Limited	Blackheath Hospital, 40 to 42 Lee Terrace, London, SE3 9UD	TGL278934	Leasehold
		TGL516137	
BMI Healthcare Limited	10 Independents Road, London, SE3 9LF	TGL285429	Leasehold
		TGL516240	
BMI Healthcare Limited	Beaumont Hospital, Old Hall Clough, Chorley New Road, Lostock, Bolton, BL6 4LA	MAN61318	Leasehold
		MAN328930	
BMI Healthcare Limited	Sarum Road Hospital, Sarum Road, Winchester, SO22 5HA	HP677199	Leasehold
		HP827318	
BMI Healthcare Limited	Hampshire Clinic, Basing Road, Basingstoke, RG24 7AL	HP677278	Leasehold
		HP827361	
BMI Healthcare Limited	Chaucer Hospital, Nackington Road, Canterbury, CT4 7AR	K908538	Leasehold
		TT90666	
BMI Healthcare Limited	Sloane Hospital, Albermarle Road, Beckenham, BR3 5HS	SGL678082	Leasehold
		SGL799000	
BMI Healthcare Limited	Beardwood Hospital, Preston New Road, Blackburn, BB2 7AE	LAN38046	Leasehold
		LAN214605	
BMI Healthcare Limited	Highfield Hospital, Manchester Road, Rochdale, OL11 4LZ	MAN60257	Leasehold
		MAN328927	
BMI Healthcare Limited	The Lincoln Hospital, Curch Lane, Lincoln, LN2 1QU	LL293784	Leasehold
BMI Healthcare Limited	Hendon Hospital, 46 to 50 Sunny Gardens Road, Hendon, London, NW4 1RP	AGL157526	Leasehold
		AGL470746	
BMI Healthcare Limited	Ground Floor, 8A Rowsley Avenue, Hendon	NGL574911	Leasehold
BMI Healthcare Limited	The London Independent Hospital, 1 Beaumont Square, Stepney Green, London, E1 4NL	EGL509822	Leasehold
		AGL464138	
Bishopswood SPV Limited	Bishops Wood Hospital, Rickmansworth Road, Northwood, HA6 2JW	AGL24936	Leasehold
BMI Healthcare Limited	Bishops Wood Hospital, Rickmansworth Road, Northwood, HA6 2JW	AGL421304	Leasehold
BMI Healthcare Limited	The Cavell Hospital, Cavell Drive, Enfield, EN2 7PR	AGL182647	Leasehold
BMI Healthcare Limited	Clementine Churchill Hospital and Twin Willows, Sudbury Hill, Harrow HA1 3RX	NGL869102	Leasehold
		AGL464140	

GHG Limited	Leasing	The Kings Oak Private Hospital, The Ridgeway, Enfield, EN2 8SD	EGL337593	Leasehold
GHG Limited	Leasing	Private Road at The Kings Oak Private Hospital, The Ridgeway, Enfield	EGL376802	Leasehold
BMI Healthcare Limited		Car Park at The Kings Oak Private Hospital, The Ridgeway, Enfield	EGL376806	Leasehold
GHG Limited	Leasing	The Sandringham Private Hospital, Gayton Road, King's Lynn, PE30 4HJ	NK156178	Leasehold
BMI Healthcare Limited		Park Hospital, Sherwood Lodge Drive, Arnold, NG5 8RX	NT423720 NT543843	Leasehold
BMI Healthcare Limited		Thornbury Hospital, 312 Fulwood Road, Sheffield, S10 3BR	SYK523894 SYK667688	Leasehold
BMI Healthcare Limited		Mount Alvernia Hospital, Harvey Road, Guildford, GU1 3LX	SY753346 SY858829	Leasehold
BMI Healthcare Limited		Shirley Oaks Hospital, Poppy Lane, Croydon, CR9 8AB	SGL678081 SGL798999	Leasehold
Runnymede SPV Limited		Runnymede Hospital, Guildford Road, Ottershaw, Chertsey, KT16 0RQ	SY715802	Leasehold
BMI Healthcare Limited		The Meriden Hospital, Walsgrave Hospital, Clifford Bridge Road, Coventry, CV2 2LQ	MM36725	Leasehold
BMI Healthcare Limited		Car Park at The Meriden Hospital, Farber Road, Walsgrave, Coventry	MM36726	Leasehold
BMI Healthcare Limited		The Edgbaston Hospital, 22 Somerset Road, Edgbaston, Birmingham, B15 2QQ	WM925474	Leasehold
BMI Healthcare Limited		Priory Hospital, Priory Road, Edgbaston, B5 7UG	WM893011 MM117001	Leasehold
BMI Healthcare Limited		Goring Hall Hospital, Bodiam Avenue, Goring-by-Sea, Worthing, BN12 5AT	WSX302857 WSX405108	Leasehold
BMI Healthcare Limited		Ridgeway Hospital, Moormead Road, Wroughton, Swindon, SN4 9DD	WT252166 WT442203	Leasehold
BMI Healthcare Limited		Droitwich Spa Hospital, St Andrews Road, Droitwich Spa, WR9 8DN	WR104621 WR186454	Leasehold
BMI Healthcare Limited		The Duchy Hospital, Queens Road, Harrogate, HG2 0HF	NYK351183	Leasehold
BMI Healthcare Limited		Land on the west side of Manchester Road, Stockport	MAN113990	Freehold
General Healthcare Holdings (3) Limited		Land adjoining William Harvey Hospital, Kennington Road, Willesborough, Ashford	K852281	Freehold

BMI Healthcare Limited	2 Moormead Road, Wroughton, Swindon	WT247733	Freehold
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Schedule 3
Shares

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
GHG Healthcare Holdings Limited	Circle Health 4 Limited	Ordinary shares of £1.00	2,000
General Healthcare Group Limited	GHG Healthcare Holdings Limited	A Ordinary shares of £1.00 each	10,000,000
General Healthcare Holdings (2) Limited	General Healthcare Group Limited	Ordinary shares of £1.00 each	50,001
General Healthcare Holdings (3) Limited	General Healthcare Group Limited	Ordinary shares of £1.00 each	50,000
GHG Intermediate Holdings Limited	General Healthcare Holdings (2) Limited	Ordinary shares of £0.12129397923633922122 each	20,001,001
BMI Healthcare Limited	GHG Intermediate Holdings Limited	Ordinary shares of £0.20 each	188,000,000
BMI Hospital Decontamination Limited	BMI Healthcare Limited	Ordinary shares of £1.00 each	5
GHG Leasing Limited	GHG Intermediate Holdings Limited	Ordinary shares of £1.00 each	2
Runnymede SPV Limited	GHG Intermediate Holdings Limited	Ordinary shares of £1.00 each	1
South Cheshire SPV Limited	GHG Intermediate Holdings Limited	Ordinary shares of £1.00 each	1
Bishopswood SPV Limited	GHG Intermediate Holdings Limited	Ordinary shares of £0.50 each	2

Schedule 4
Intellectual Property

Chargor	Mark	Registration Number	Filing Date	Renewal Date	Classes	Status
BMI Healthcare Ltd	Word: "BMI CARD"	UK00001532983	14 April 1993	14 April 2020	10, 42	Registered
BMI Healthcare Ltd	Figurative: 	UK00002015833	28 March 1995	28 March 2025	16, 36, 44	Registered
BMI Healthcare Ltd	Word: "BMI"	UK00002054457	29 January 1996	29 January 2026	16, 36, 44	Registered
General Healthcare Group Limited	Figurative:  General Healthcare Group	008993487	03 February 2010	30 March 2020	16, 36, 44	Registered
General Healthcare Group Limited	Figurative: 	008993552	30 March 2010	30 March 2020	16, 36, 44	Registered
BMI Healthcare Limited	Figurative: 	000431817	11 November 1996	11 November 2026	16, 36, 42	Registered
BMI Healthcare Limited	Word: BMI Healthcare	009121914	20 May 2010	20 May 2020	16, 36, 44	Registered
BMI Healthcare Limited	Word: BMI	009121931	20 May 2010	20 May 2020	16, 36, 44	Registered

BMI Healthcare Limited	Figurative: 	013184742	19 August 2014	19 August 2024	16, 36, 44	Registered
BMI Healthcare Limited	Word: BMI Healthcare Here For You	018008509	11 January 2019	11 January 2029	16, 36, 44	Registered

Schedule 5
Material Insurance Policies

1. Property Damage insurance policy with each of Chubb European Group Limited, AIG Europe Limited, MS Amlin and MIF Holdings Ltd (Policy Number [REDACTED] and
2. Terrorism insurance policy with Lloyds Syndicate (Brit Syndicate 2987 leader) (Policy Number [REDACTED])

SIGNATURES TO THE SECURITY ACCESSION DEED

The Parent

EXECUTED AS A DEED by
CIRCLE HEALTH 1 LIMITED acting
by

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[Redacted Signature]

Director

Witness signature:

Witness name:

Witness address:

[Redacted Signature]

A. TRACY-INGHILL.....

[Redacted Address]

Additional Chargors

EXECUTED AS A DEED by
GHG HEALTHCARE HOLDINGS
LIMITED acting by

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Director

Witness signature:

Witness name:

Witness address:

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EXECUTED AS A DEED by
GENERAL HEALTHCARE GROUP
LIMITED acting by

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Director

Witness signature:

Witness name:

Witness address:

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SIGNATURES TO THE SECURITY ACCESSION DEED

The Parent

EXECUTED AS A DEED by
CIRCLE HEALTH 1 LIMITED acting
by

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) Director

Witness signature:

Witness name:

Witness address:

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Additional Chargors

EXECUTED AS A DEED by
GHG HEALTHCARE HOLDINGS
LIMITED acting by

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) Director

Witness signature:
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Witness name: JAMES GOODARR
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Witness address:
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EXECUTED AS A DEED by
GENERAL HEALTHCARE GROUP
LIMITED acting by

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)
) Director

Witness signature:
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Witness name: JAMES GOODARR
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Witness address:
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**EXECUTED AS A DEED by
GENERAL HEALTHCARE
HOLDINGS (2) LIMITED acting by**

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Director

Witness signature:

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Witness name:

..... JAMES GOODARD

Witness address:

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**EXECUTED AS A DEED by
GHG LEASING LIMITED acting by**

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Director

Witness signature:

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Witness name:

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Witness address:

..... JAMES GOODARD

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**EXECUTED AS A DEED by
BMI HEALTHCARE LIMITED acting
by**

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Director

Witness signature:

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Witness name:

..... JAMES GOODARD

Witness address:

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EXECUTED AS A DEED by
BMI HOSPITAL
DECONTAMINATION LIMITED
acting by

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) Director

Witness signature:

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Witness name:

..... JAMES GODDARD

Witness address:

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EXECUTED AS A DEED by
SOUTH CHESHIRE SPV LIMITED
acting by

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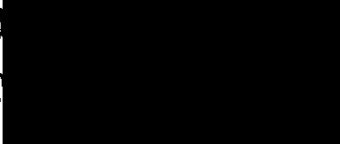
Witness signature:

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Witness name:

..... JAMES GODDARD

Witness address:

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EXECUTED AS A DEED by
RUNNYMEDE SPV LIMITED acting by

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) ...
) Director

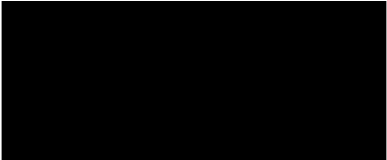
Witness signature:

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Witness name:

..... JAMES GODDARD

Witness address:

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EXECUTED AS A DEED by
BISHOPSWOOD SPV LIMITED acting
by

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.....
Director

Witness signature:

Witness name:

Witness address:

.....
..... JAMES GOODWIN
.....

EXECUTED AS A DEED by
GHG INTERMEDIATE HOLDINGS
LIMITED acting by

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Director

Witness signature:

Witness name:

Witness address:

.....
..... JAMES GOODWIN
.....

EXECUTED AS A DEED by
GHG HEALTHCARE HOLDINGS (3)
LIMITED acting by

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Director

Witness signature:

Witness name:

Witness address:

.....
..... JAMES GOODWIN
.....

Security Agent

Ares Management Limited

By: _____

Name:

Kevin Early

Title:

Authorised Signatory